

SCHEDULE C

THIS AGREEMENT made in triplicate this 15th day of October, A.D. 1945.

BETWEEN:

THE CORPORATION OF THE CITY OF FORT WILLIAM
(hereinafter called the "City"),

OF THE FIRST PART;

—and—

HIS MAJESTY THE KING IN RIGHT OF CANADA, herein
represented by the Honourable the Minister of Munitions
and Supply of Canada acting through Wartime Housing
Limited (hereinafter called "His Majesty"),

OF THE SECOND PART;

—and—

WARTIME HOUSING LIMITED, A Company incorporated
under the Dominion Companies Act, pursuant to the
provisions of the Department of Munitions and Supply
Act (being Statutes of Canada, 4 George VI, Chapter
3, as amended), (hereinafter called "the Company").

OF THE THIRD PART:

WHEREAS the City is the registered owner in fee simple of the various parcels of vacant land within the limits of the municipality of the City of Fort William situate on public streets having sidewalks, water mains, sewers and street lighting services already constructed and installed therein and thereon;

AND WHEREAS there is a serious shortage of housing accommodation within the said municipality and the City being desirous of taking steps to alleviate such shortage has requested His Majesty to provide additional housing accommodation within the limits of the city of Fort William;

AND WHEREAS His Majesty has agreed to provide such additional housing accommodation of the types, to the extent and upon the terms and conditions all as hereinafter set forth, upon the condition that the City shall convey to His Majesty the land necessary to provide such additional accommodation which as appears by a resolution of the Council adopted at a special meeting held on the 12th day of October, 1945, the City has agreed to do upon the terms and conditions hereinafter mentioned and set forth;

AND WHEREAS the Minister of Munitions and Supply of Canada has duly delegated to the Company the power and duty of providing the said additional housing accommodation upon the terms and conditions of this Agreement and pursuant to such delegation and in the exercise and discharge of such power and duty the Company enters into and executes this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto mutually covenant and agree as follows:

1. The City shall convey to His Majesty in fee simple free and clear from all encumbrances including taxes and local improvement rates charged to the date of the said conveyance, such of the said parcels of vacant land owned by the City as aforesaid as are acceptable to His Majesty and as are set forth in the Schedule hereto annexed marked "A" (such parcels of land and such Schedule being hereinafter referred to respectively as "the building lots" and "the Schedule"), by deeds or transfers approved by the solicitors for His Majesty.

2. His Majesty in consideration of the conveyance provided for in

the next preceding clause shall pay or cause to be paid to the City the sum of One Dollar (\$1.00) for each of the building lots or each portion thereof upon which His Majesty or the Company intends to erect a house as hereinafter provided, such sum to be paid upon the execution and delivery of the deed or transfer of each such building lot or portion thereof.

3. Upon the execution and delivery of the conveyance provided for in clause 1 hereof His Majesty or the Company shall at His or its own cost and expense proceed forthwith:

- A. To erect on the building lots so conveyed and set forth in the Schedule, such number of houses as His Majesty in his sole discretion may deem advisable (such houses being hereinafter referred to as "the houses"), at an average cost of approximately FOUR THOUSAND DOLLARS (\$4,000.00) each, to be of frame construction on cement blocks or solid concrete foundation to consist of any of the three types of houses shown on the plans of the Company, numbers H.5, H.6, drawings numbers 1-6 inclusive; numbers H.15, H.16, drawings numbers 1-7 inclusive and H.45, H.46, drawings numbers 1-8 inclusive and to be constructed in accordance with the specifications of the Company, dated June 1st, 1945 (which plans and specifications are filed with the City Clerk). The houses shall be equipped with heaters, hot water tanks, bath tubs, wash basins, sinks, toilets, light fixtures and blinds, and shall be so erected and equipped with all due diligence and expedition. The said constructing and equipping is subject to the availability of the several materials and equipment and to the provisions of wartime regulations; and
- B. To install all necessary water service and private drain connections from the lot lines of the City to the houses (the installations of the portions of such connections from the water mains and sewers of the City to the lot lines to be under the supervision of and satisfactory to the City Engineer), or the City shall make such installations and His Majesty or the Company shall pay to the City its reasonable and proper costs thereof forthwith upon receiving accounts therefor, the certificate of the said City Engineer as to the amount of such cost shall in the absence of fraud or mistake be conclusive evidence of the same and shall be final and binding on the Parties hereto; Provided that such installations shall in all cases include such re-laying of street pavement as shall be required after and as a result of effecting such installations as in the honest opinion of the said City Engineer shall be necessary; Provided, also and it is hereby expressly declared and agreed by and between the Parties hereto, that upon the completion of all such installations the portions of such connections lying within the boundaries of public streets shall become the sole property of the City without the payment of any compensation whatever therefor by the City to His Majesty and/or the Company and shall thereafter be maintained and repaired by the City at its own cost and expense except the cost of repairs to any private drain connection that has become blocked or obstructed by causes other than faulty construction or maintenance of such connection, which cost of repairs shall be paid by His Majesty or the Company to the City.

4 Upon the erection and equipping of the houses as in Clause 3 hereof provided, the Company shall lease the houses and lands appurtenant thereto respectively, to sailors, soldiers or airmen of the three armed forces of Canada returned from general service in the present war and/or their dependents and to the dependents of any sailor, soldier or airman of such forces who is on general service outside Canada or who has been killed on active service in such war, at rents ranging from Twenty-two Dollars (\$22.00) to Thirty Dollars (\$30.00) per month per house. Provided however, that whenever and so often as any of the houses is or becomes vacant and there are no applications of any such sailor, soldier, airman or dependents thereof acceptable to and filed with the Company, the Company shall have the right to lease the same at the rents aforesaid to whomever it shall in its uncontrolled discretion determine; And it is